EXHIBIT 2.5  
   
 [FORM OF AGREEMENT]  
   
 FRACTAL DESIGN CORPORATION  
   
 AFFILIATE AGREEMENT  
   
 This FRACTAL DESIGN CORPORATION AFFILIATE AGREEMENT ("AGREEMENT") is dated  
as of February 11, 1997, between MetaTools, Inc., a Delaware corporation  
("METATOOLS"), Fractal Design Corporation, a California corporation  
("FRACTAL") and the undersigned affiliate ("AFFILIATE") of Fractal.  
   
 WHEREAS, Fractal and MetaTools have entered into an Agreement and Plan of  
Reorganization ("MERGER AGREEMENT") pursuant to which Fractal and MetaTools  
intend to enter into a business combination transaction to pursue their long  
term business strategies (the "MERGER") (capitalized terms used and not  
otherwise defined herein shall have the respective meanings ascribed to them  
in the Merger Agreement);  
   
 WHEREAS, pursuant to the Merger, at the Effective Time outstanding shares of  
Fractal Capital Stock, including any shares owned by Affiliate, will be  
converted into the right to receive shares of MetaTools Common Stock as set  
forth in the Merger Agreement;  
   
 WHEREAS, Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Fractal, as the term "affiliate" is used (i) for purposes of  
paragraphs (c) and (d) of Rule 145 of the Rules and Regulations of the  
Securities and Exchange Commission (the "SEC") and (ii) in the SEC's  
Accounting Series Releases 130 and 135, as amended, although nothing contained  
herein shall be construed as an admission by Affiliate that Affiliate is in  
fact an affiliate of Fractal;  
   
 WHEREAS, it will be a condition to consummation of the Merger pursuant to  
the Merger Agreement that (i) the attorneys for each of MetaTools and Fractal  
will have delivered written opinions that the Merger will constitute a  
reorganization within the meaning of Section 368(a) of the Internal Revenue  
Code of 1986, as amended (the "CODE"), and (ii) the independent accounting  
firms that audit the annual financial statements of Fractal and MetaTools will  
have delivered their written concurrences with the conclusions of management  
of Fractal and MetaTools to the effect that the Merger will be accounted for  
as a pooling of interests under Accounting Principles Board Opinion No. 16;  
   
 WHEREAS, the execution and delivery of this Agreement by Affiliate is a  
material inducement to MetaTools to enter into the Merger Agreement.  
   
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
   
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands that  
the representations, warranties and covenants by Affiliate set forth herein  
will be relied upon by MetaTools, Fractal, and their respective affiliates,  
counsel and accounting firms, and that substantial losses and damages may be  
incurred by these persons if Affiliate's representations, warranties or  
covenants are breached. Affiliate has carefully read this Agreement and the  
Merger Agreement and has discussed the requirements of this Agreement with  
Affiliate's professional advisors, who are qualified to advise Affiliate with  
regard to such matters.  
   
 2. Compliance with Rule 145 and the Act.  
   
 (a) Affiliate has been advised that (i) the issuance of shares of MetaTools  
Common Stock in connection with the Merger is expected to be effected pursuant  
to a Registration Statement on Form S-4 under the Securities Act of 1933, as  
amended (the "ACT"), and as such will not be deemed "restricted securities"  
within the meaning of Rule 144 promulgated thereunder and resale of such  
shares will not be subject to any restrictions other than as set forth in Rule  
145 of the Act unless otherwise transferred pursuant to an effective  
registration statement under the Act or an appropriate exemption from  
registration, (ii) Affiliate may be deemed to be an  
   
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affiliate of Fractal, and (iii) no sale, transfer or other disposition by  
Affiliate of any MetaTools Common Stock received by Affiliate will be  
registered under the Act. Affiliate accordingly agrees not to sell, transfer  
or otherwise dispose of any MetaTools Common Stock issued to Affiliate in the  
Merger unless (x) such sale, transfer or other disposition is made in  
conformity with the requirements of Rule 145(d) promulgated under the Act, or  
(y) Affiliate delivers to MetaTools a written opinion of counsel, reasonably  
acceptable to MetaTools in form and substance, that such sale, transfer or  
other disposition is otherwise exempt from registration under the Act.  
   
 (b) MetaTools will give stop transfer instructions to its transfer agent  
with respect to any MetaTools Common Stock received by Affiliate pursuant to  
the Merger and there will be placed on the certificates representing such  
MetaTools Common Stock, or any substitutions therefor, a legend stating in  
substance:  
   
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION TO  
 WHICH RULE 145 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,  
 APPLIES AND MAY ONLY BE TRANSFERRED IN CONFORMITY WITH RULE 145(d) UNDER  
 SUCH ACT OR IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY  
 ACCEPTABLE TO THE ISSUER IN THE FORM AND SUBSTANCE THAT SUCH TRANSFER IS  
 EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED."  
   
 The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and MetaTools shall so instruct its transfer  
agent, if Affiliate delivers to MetaTools (i) satisfactory written evidence  
that the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate will be issued in the name of the transferee), or (ii)  
an opinion of counsel, in form and substance reasonably satisfactory to the  
effect that public sale of the shares by the holder thereof is no longer  
subject to Rule 145.  
   
 (c) To the extent required by applicable securities laws, MetaTools agrees,  
for a period of two years from the date of this Agreement, to file with the  
SEC in a timely manner all reports and other documents required of MetaTools  
under the Act and the Securities Exchange Act of 1934, as amended.  
   
 3. Covenants Related to Pooling of Interests. In accordance with SAB 65,  
until the second day after the day that MetaTools publicly announces financial  
results covering at least 30 days of combined operations of MetaTools and  
Fractal, Affiliate will not sell, exchange, transfer, pledge, distribute, or  
otherwise dispose of or grant any option, establish any "short" or put-  
equivalent position with respect to or enter into any similar transaction  
(through derivatives or otherwise) intended or having the effect, directly or  
indirectly, to reduce its risk relative to any securities, or shares of  
MetaTools Common Stock received by Affiliate in connection with the Merger.  
MetaTools may, at its discretion, cause a restrictive legend to the foregoing  
effect to be placed on MetaTools Common Stock certificates issued to Affiliate  
in the Merger and place a stock transfer notice consistent with the foregoing  
with its transfer agent with respect to the certificates, provided that such  
restrictive legend shall be removed and/or such notice shall be countermanded  
promptly upon expiration of the necessity therefor at the request of  
Affiliate. Notwithstanding the foregoing, Affiliate will not be prohibited by  
the foregoing from selling or disposing of shares, so long as such sale or  
disposition is in accordance with the "de minimis" test set forth in SEC Staff  
Accounting Bulletin No. 76 and so long as Affiliate has obtained MetaTools's  
prior written approval of such sale or disposition.  
   
 4. Representations, Warranties and Covenants Related to Tax Effects of the  
Merger.  
   
 (a) Affiliate is the beneficial owner of the number of shares of Fractal  
Common Stock (including shares issuable upon exercise of stock options) set  
forth on the last page of this Agreement and did not acquire any of the  
Fractal Common Stock in contemplation of the Merger;  
   
 (b) Affiliate has not engaged in a Sale (as defined below) of any shares of  
Fractal Common Stock in contemplation of the Merger;  
   
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 (c) Affiliate has no plan or intention (a "PLAN") to engage in a sale,  
exchange, transfer, redemption or reduction in any way of Affiliate's risk of  
ownership by short sale or otherwise, or other disposition, directly or  
indirectly (such actions being collectively referred to herein as a "SALE") of  
more than 50% of the shares of MetaTools Common Stock to be received by  
Affiliate in the Merger;  
   
 (d) If Affiliate is a partnership, then the term "sale" as used in paragraph  
(c) above shall be deemed to include any distribution to the partners of the  
undersigned unless no recipient of any such distribution will receive shares  
of Fractal Common Stock representing 1% or more of the shares of Fractal  
Common Stock presently outstanding;  
   
 (e) Affiliate is not aware of, or participating in, any Plan on the part of  
the Affiliates of Fractal to engage in a Sale or Sales of the MetaTools Common  
Stock to be received in the Merger such that the aggregate fair market value,  
as of the Effective Date of the Merger, of the shares subject to such Sales  
would exceed 50% of the aggregate fair market value of all shares of  
outstanding Fractal Common Stock immediately prior to the Merger; and  
   
 (f) Affiliate understands that Fractal, MetaTools and their respective  
affiliates, as well as legal counsel to Fractal and MetaTools (in connection  
with rendering their opinions that the Merger will be a "reorganization"  
within the meaning of Section 368(a) of the Code) will be relying on (a) the  
truth and accuracy of the representations contained herein and (b) Affiliate's  
performance of the obligations set forth herein.  
   
 5. Miscellaneous.  
   
 (a) For the convenience of the parties hereto, this Agreement may be  
executed in one or more counterparts, each of which shall be deemed an  
original, but all of which together shall constitute one and the same  
document.  
   
 (b) This Agreement shall be enforceable by, and shall inure to the benefit  
of and be binding upon, the parties hereto and their respective successors and  
assigns. As used herein, the term "successors and assigns" shall mean, where  
the context so permits, heirs, executors, administrators, trustees and  
successor trustees, and personal and other representatives.  
   
 (c) This Agreement shall be governed by and construed, interpreted and  
enforced in accordance with the internal laws of the State of California  
(without regard to the principles of conflict of laws thereof.  
   
 (d) If a court of competent jurisdiction determines that any provision of  
this Agreement is not enforceable or enforceable only if limited in time  
and/or scope, this Agreement shall continue in full force and effect with such  
provision stricken or so limited.  
   
 (e) Counsel to and accountants for the parties to the Agreement shall be  
entitled to rely upon this Agreement as needed.  
   
 (f) This Agreement shall not be modified or amended, or any right hereunder  
waived or any obligation excused, except by a written agreement signed by both  
parties.  
   
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 Executed as of the date shown on the first page of this Agreement.  
   
 Metatools, Inc.  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Fractal Design Corporation  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Affiliate  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name of Affiliate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name of Signatory (if different from  
 name of Affiliate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title of Signatory (if applicable): \_  
   
Number of shares of Fractal Common Stock beneficially owned by Affiliate:  
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
Number of shares of Fractal Common Stock subject to options beneficially owned  
by Affiliate:  
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 \*\*\*FRACTAL DESIGN CORPORATION AFFILIATE AGREEMENT\*\*\*  
   
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